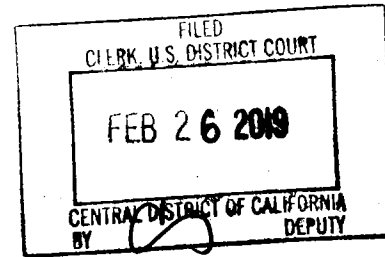


THOMAS E ANDREWS In Pro Se,
Fed Reg No: 24601-081
Federal Prison Camp
3705 Farm Rd.
Lompoc, CA 93436
Plaintiffs



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

THOMAS E ANDREWS, an individual
RUTHELLEN SHEFLIN, an individual
Plaintiffs,

Vs.

STEVE R HALL, an individual
KELLY HALL, an individual
VANDERHALL MOTOR WORKS INC.
a Utah Corporation, DOES
1-10, ROES 11-21, inclusive,
Defendants.

CV19-929-CJC (PLAx)
Case No.
COMPLAINT

COMES NOW, Plaintiffs, Thomas E Andrews, Ruthellen Sheflin, In Pro Se, files this Complaint for Damages and other relief, and in support thereof alleges the following:

JURISDICTION

1. This Court has subject matter jurisdiction of this action under 28 U.S.C. § 1332, and at all times relevant to the allegations and conduct described herein:

- A. Plaintiff, Thomas E Andrews, is a citizen of the State of California.
- B. Plaintiff, Ruthellen Sheflin, is a citizen of the State of California.
- C. Defendant, Steve R Hall, is a citizen of the State of Utah.
- B. Defendant, Kelly Hall, is a citizen of the State of Utah.
- D. Defendant, Vanderhall Motor Works Inc., is a Utah Corporation with its principal place of business located in Utah County, Provo, Utah, and is otherwise Sui Juris.

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S

E. The matter in controversy exceeds, exclusive of interest and cost, the sum of \$75,000.00.

GENERAL ALLEGATIONS

1. On or about August of 2015, Plaintiff, Ruthellen Sheflin, Thomas E Andrews, hereinafter referred to as "Plaintiff", enter into a agreement to build a "Vanderhall Laguna", with Defendants, Steve R. Hall, Kelly Hall, their company Vanderhall Motorworks, Inc, a Utah corporation, hereinafter collectively referred to as "Defendants". The Vanderhall Laguna was a custom crafted three wheel motorcycle built to the Plaintiffs specifications. The Plaintiff also gave Defendants a deposit of Ninety Five Thousand Dollars (\$95,000.00).
2. On or about January 2017, the Defendants failed to keep their contractual obligation to the Plaintiff. Defendants did not deliver the motorcycle as promised and failed to return Plaintiffs deposit when requested to do so.
3. During the period May 2015 through January 2017, Plaintiffs made numerous requests for updates and status about the vehicle in production. Defendants failed to respond to any of these requests.

COUNT I

BREACH OF CONTRACT AS TO ALL DEFENDANTS

4. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 3 of the General Allegations as though fully set forth herein, and further alleges as follows:
5. Defendants are in breach of their agreement for failure to complete and deliver the Vanderhall Laguna as promised.
6. Defendants are in breach of contract for failing to refund the purchase price of the Vanderhall Laguna to Plaintiffs when requested.
7. As a direct and proximate cause, Plaintiffs have suffered and continue to suffer damages.

WHEREFORE: Plaintiffs demand judgement against Defendants for all damages

described herein, in addition to reasonable attorneys' fees where applicable, pre-judgement and post-judgement interest, and any further relief this Court deems fair and just.

COUNT II

UNJUST ENRICHMENT AS TO ALL DEFENDANTS

8. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 7 of the General Allegations as though fully set forth herein and further allege as follows:

9. Defendants received benefits from the order placed for the Vanderhall Laguna and for the Ninety Five Thousand Dollar (\$95,000.00) deposit paid to them. Defendants failed to supply the motorcycle or to return the deposit.

10. As a direct and proximate cause of Defendants actions, Plaintiffs have suffered and continue to suffer damages.

WHEREFORE: Plaintiffs demand judgement against Defendants for all damages described herein, in addition to reasonable attorneys' fees where applicable, pre-judgement and post-judgement interest, and any further relief this Court deems just and fair.

PRAYER FOR RELIEF

A. Judgement in favor of the Plaintiffs against the Defendants in an amount that will compensate Plaintiffs for the damages alleged above, which will exceed the minimal jurisdictional limits of this Court.

B. Plaintiffs demand trial by jury in this matter.

C. That the cost expended in this action, including, but not limited to attorneys fees, law specialists, travel and all Court costs, be paid by Defendants.

D. Any other relief that the Court deems appropriate.

Dated:

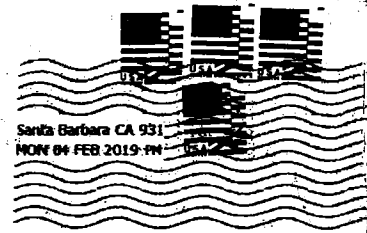
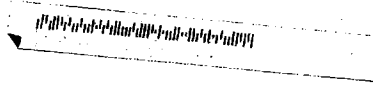
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Respectfully Submitted,

A handwritten signature in black ink, consisting of a stylized 'D' followed by a horizontal line extending to the right.

Thomas E. Andrews, In Pro Se,
Federal Prison Camp
3705 West Farm Road
Lompoc, CA 93436
Plaintiff

Thomas E Andrews
Reg No 24601-081
Federal Prison Camp
3705 W Farm Rd
Lompoc, CA 93436



24601-081
U.S. Court Central Dist Of Cal
Clerk of the Court
312 N Spring ST
room g-8
LOS Angeles, CA 90012
United States

